

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
PINAL COUNTY

THIS AGREEMENT is entered into 24th February, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PINAL COUNTY acting by and through its BOARD OF SUPERVISORS (the "County")

I. RECITALS

1 The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2 The County is empowered by Arizona Revised Statutes Section 11-251 and 11-951 et seq. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County

3 Congress has authorized appropriations for, but not limited to, the design and construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles, and the application of pavement markings

4 The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

5 The County, in order to obtain federal funds for the design of the project, is willing to provide County funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA

NO. 25830
Filed with the Secretary of State
Date Filed: 02/24/03

Janice K. Brewer
Secretary of State

By: Vicky V. Gruenewald

6. The work embraced by this agreement and the estimated cost for the replacement of Kelvin Bridge is as follows:

Estimated Project Cost (Design)	\$821,377.00
Federal Share @ 80% of \$821,377	\$657,102.00
Pinal County Share @ 20%	<u>\$164,275.00</u>

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the County, each in the proportion prescribed and determined by FHWA.

2. Therefore, the County agrees to set aside County funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State shall reimburse the County with federal funds for analysis and design work addressed under this agreement at 80% of the project cost.

4. The County shall provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State shall provide design review of the project plans, studies and related documents, and when appropriate provide comments which shall be incorporated into the design documents.

5. The County may request the State, as authorized agent for the County, and all at County expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the County prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of way related activities (when specifically authorized by, for and on behalf of the County, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by the change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

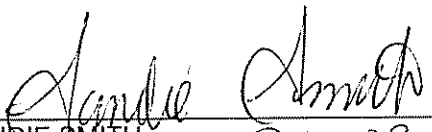
Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue – Mail Drop 616E
Phoenix, AZ 85007
FAX (602-712-7424)

Pinal County
County Manager
P.O. Box 827
Florence, AZ 85232

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PINAL COUNTY

By 
SANDIE SMITH
Chairman of the Board 2 12 03

STATE OF ARIZONA
Department of Transportation

By 
SUSAN TELLEZ
Contract Administrator


ATTEST:

By 
STANLEY D. GRIFFIS
County Clerk

RESOLUTION

BE IT RESOLVED on this 9th day of August, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Pinal County, for the purpose of defining responsibilities for the construction/replacement of the Kelvin Bridge, for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Staff Engineer for approval and execution.



SAM MAROUFKHANI, P.E., Deputy State Engineer
Development / Intermodal Transportation Division
for VICTOR M. MENDEZ, Director

When recorded return to:
The Clerk of the Board of Supervisors
Pinal County Board of Supervisors
P O Box 827
Florence, AZ 85232

RESOLUTION NO. 21203-JPA

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS
AUTHORIZING PINAL COUNTY TO ENTER INTO INTERGOVERNMENTAL
AGREEMENT JPA 02-69 WITH THE STATE OF ARIZONA, ACTING BY AND
THROUGH ITS DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE
OF DEFINING RESPONSIBILITIES FOR THE ANALYSIS AND DESIGN
WORK OF THE KELVIN BRIDGE REPLACEMENT PROJECT IN AN
UNINCORPORATED AREA OF PINAL COUNTY.**

WHEREAS, Pinal County is empowered by A.R.S. § 11-251 and § 11-951 et seq. to enter into Intergovernmental Agreement JPA 02-69; and,

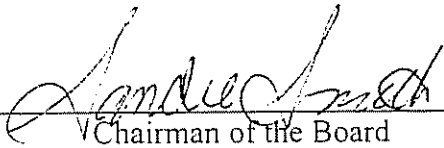
WHEREAS, Congress has authorized appropriations through the Federal Highway Administration (FHWA) for the replacement of bridges; and,

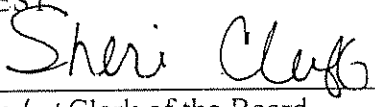
WHEREAS, Pinal County, in order to obtain federal funds for the design of the project, is willing to provide County funds in the amount of \$164,275.00 or 20% of the total project design costs to match federal funds in the amount of \$657,102.00 or 80% of the total project design costs or as finally fixed and determined by the County and FHWA; and,

WHEREAS, it is in the best interests of the welfare and safety of the citizens of Pinal County to enter into Intergovernmental Agreement JPA 02-69.

THEREFORE, BE IT RESOLVED: Pinal County is hereby authorized to enter into Intergovernmental Agreement JPA 02-69 with the State of Arizona, by and through its Department of Transportation, for the analysis and design work of the Kelvin Bridge Replacement project.

PASSED AND ADOPTED this 12th day of February, 2003,
by the PINAL COUNTY BOARD OF SUPERVISORS.

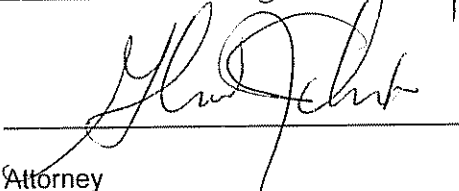

Chairman of the Board

ATTEST:

Deputy Clerk of the Board

APPROVAL OF THE COUNTY OF PINAL ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the COUNTY OF PINAL and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 30th day of January, 2003.



Deputy County Attorney